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DR. LUDMILLA MECAJ, Plaintiff, v. SUSSEX COUNTY COMMUNITY COLLEGE, Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: SUSSEX COUNTY DOCKET NO. Civil Action **COMPLAINT**

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Plaintiff, DR. LUDMILLA MECAJ, residing at 9 Madison Street, Newton, NJ 07860, by way of Complaint against the Defendant Sussex County Community College, says:

FIRST COUNT

1. Plaintiff, Dr. Ludmilla Mecaj ("Mecaj") is a citizen of the State of New Jersey, residing at 9 Madison Street, Newton, Sussex County, State of New Jersey.

2. Defendant Sussex County Community College ("SCCC") is a public college of the State of New Jersey, with its principal place of business located at 1 College Hill Road, Newton, Sussex County, New Jersey.

3. Plaintiff is a native of Albania and was raised and educated in Albania. Plaintiff was a licensed physician in Albania and specialized in treatment of the ear, nose and throat.

4. Since 2012, Plaintiff has been employed by SCCC as one of its anatomy and physiology adjunct faculty members.

5. In about February 2016, Plaintiff proposed to the then President of SCCC, Dr. John Connolly, and his two assistants, that the college buy some adjoining property to serve as a dormitory for foreign students and that Plaintiff recruit foreign students to attend SCCC. Dr. Connolly and his two assistants were enthusiastic about the idea of Plaintiff recruiting foreign students for SCCC. They encouraged Dr. Mecaj to find an investor to buy the property, as community colleges by law are prohibited from buying and managing a student residence hall.

6. The Plaintiff was given the final go ahead to begin recruitment of foreign students on behalf of SCCC, at a meeting that took place in about June 2017. (The Pilot recruiting model had started already in March 2016, with Plaintiff's first trip to Albania). The meeting was attended by Dr. Connolly and three members of the Board of Trustees of SCCC. Other officials of SCCC were also present at the meeting.

7. The trustees present at the meeting agreed that the project should go forward because there was no financial risk to the college under the form of a proposed written contract presented to SCCC by the Plaintiff at the meeting. Under the proposed contract presented to SCCC by the Plaintiff, an entity created and owned by Plaintiff would be paid a fee by SCCC equal to 30% of the tuition paid by international students recruited by Plaintiff. A copy of the proposed written contract presented to SCCC by Plaintiff at the June 2017 meeting is annexed hereto as Exhibit "A".

8. Dr. Connolly, SCCC's then President, described it as a good "Ok to go" meeting. Dr. Connolly gave Plaintiff the okay to proceed with recruiting international students, and the trustees present at the meeting also said it was okay for the Plaintiff to proceed.

9. Plaintiff, believing that her proposed written agreement would be approved by SCCC, and having been given the go ahead by Dr. Connolly and the three representatives of the Board of Trustees, proceeded to engage in efforts to recruit international students for SCCC.

10. As part of Plaintiff's recruitment efforts, Plaintiff made three trips to her native country Albania, for the purpose of recruiting students to attend SCCC.

11. SCCC was aware of Plaintiff's recruitment efforts and Plaintiff's trips to Albania, and paid Plaintiff a stipend for each trip in order to contribute to the payment of Plaintiff's travel expenses. The stipends Plaintiff received from SCCC totaled $21,200.00.

12. Plaintiff spent a great deal of time and effort in recruiting students for SCCC, between March, 2016 and July 9, 2018. Plaintiff met with more than one thousand potential students. Plaintiff worked directly with more than fifty successful applicants in consulting with them and in helping them prepare the paperwork to obtain visas so that they could study at SCCC. Ultimately twenty students recruited by Plaintiff were able to obtain visas and became SCCC students as of the Fall of 2018. These students found housing (in the beginning, some at no charge, in Plaintiff's home) and the requisite furnishings, due only to the Plaintiff's efforts.

13. The twenty international students recruited by Plaintiff are still studying at SCCC, to the best of Plaintiff's knowledge.

14. The twenty international students recruited by Plaintiff each paid an international student tuition fee of $10,350.00 their first year of study at SCCC.

15. The international students recruited by Plaintiff are scheduled to attend SCCC in the academic year 2019-2020, for which each should be paying an international student tuition fee of at least $10,350.00 for that year as well. Thus, each of the 20 students recruited by Plaintiff will have paid SCCC a two-year total of $20,700.00 in tuition. This equals revenue to SCCC of $414,000.00 generated by the Plaintiff's efforts.

16. The proposed contract that Plaintiff submitted to Defendant was never entered into by the parties. All of the recruiting services that were performed by the Plaintiff for the Defendant with the approval and acceptance of the Defendant were performed without any agreement having been reached by the parties as to Plaintiff's compensation.

17. On July 9, 2018, SCCC terminated Plaintiff's services as international recruiter, in response to Plaintiff's complaint about repetitive obstacles to the project put forward by a few administration staff.

18. SCCC terminated Plaintiff's services by a letter memorandum dated July 9, 2018 addressed to Plaintiff, from Cory Homer, an Associate Dean of SCCC . A copy of the July 9, 2018 letter memorandum of Cory Homer to Plaintiff is annexed hereto as Exhibit "B" and made a part of the Complaint.

19. Plaintiff duly performed all of the services required of her as an international recruiter on behalf of SCCC, and Plaintiff is entitled to be paid the reasonable value of the services she rendered on behalf of the Defendant, SCCC, under the doctrine of quantum meruit.

20. The reasonable value of the services performed by Plaintiff for Defendant is $124,000.00, which is equal to 30% of the tuition SCCC has received and will receive from the 20 students Plaintiff recruited from Albania and who enrolled at SCCC. The recent arrival of at least two additional students in January 2019 is the result of Plaintiff's recruiting.

21. Demand for payment of this sum has been made of Defendant. Defendant has failed to pay any part of that sum. The stipends of $21,200.00 only reimbursed part of the expenses that Plaintiff incurred in her three trips to Albania.

WHEREFORE, Plaintiff demands judgment against Defendant for $124,000.00, together with interest, costs of suit, and such other relief as the Court deems equitable and just.

SECOND COUNT

22. Plaintiff repeats the allegations of the First Count as if set forth at length herein.

23. As a result of the services provided by Plaintiff and the failure of Defendant to pay Plaintiff therefor, Defendant has been unjustly enriched in the amount of $124,000.00.

WHEREFORE, Plaintiff demands judgment against Defendant for $124,000.00, together with interest, costs of suit, and such other relief as the Court deems equitable and just.

JOEL A. DRUCKER
Attorney for Plaintiff

DATED: June 17, 2019

RULE 4:5-1 STATEMENT

I hereby certify, to the best of my knowledge, that the matter in controversy herein is not the subject of any other action pending in any court or arbitration proceeding nor is any other action or arbitration proceeding contemplated. I further certify that I know of no other party who should be joined in this action. I further certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

JOEL A. DRUCKER
Attorney for Plaintiff

DATED: June 17, 2019

Exhibit A

INTERNATIONAL STUDENT RECRUITMENT LIMITED AGENCY AGREEMENT

Between

SUSSEX COUNTY COMMUNITY COLLEGE and PELASGIAN GROUP LLC

This INTERNATIONAL STUDENT RECRUITMENT LIMITED AGENCY AGREEMENT ("Agency Agreement") dated this ____ day of June, 2016, is made between **Sussex County Community College,** the Principal/College ("the College"), with a principal place of business at 1 College Hill Road, Newton, New Jersey 07860 and **Pelasgian Group LLC,** the Agent/Recruiter ("Pelasgian"), with a principal place of business at 8 Union Place, Newton, New Jersey 07860 for the recruitment of international students by Pelasgian on behalf of and for the courses and programs of SCCC.

WHEREAS, the College desires to expand enrollment to include students who can benefit from an education at the College and bring the benefits of their respective cultures and background to enrich the College; and

WHEREAS, Pelasgian is in the business of providing recruitment services to educational institutions and international students for the purpose of facilitating the attendance of United States colleges and universities in the United States, as well as other services to students and their families; and

WHEREAS, the College is of the opinion that Pelasgian has the necessary qualifications, experience and abilities, as set forth in the Addendum attached hereto, to provide said international student recruitment and administrative services to the College, which services are necessary and valuable to the College for expansion of its international enrollment and

WHEREAS, Pelasgian wishes to recruit students in Albania and other countries around the world to attend the College and to facilitate the administrative arrangements that will permit said students the opportunity to attend the College,

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the College and Pelasgian hereby agree as follows:

1. Grant of Authority. The College hereby grants to Pelasgian the limited authority to recruit international students on behalf of the College, which authority shall be evidenced by any and all documents that may be necessary for Pelasgian to recruit international students on behalf of the College, such as a statement or certification that Pelasgian possesses such authority ("Certificate of Authority"). Said authority shall be limited to the tasks necessary for Pelasgian to perform its services under this Agency Agreement.

2. Independent Contractor/Non-Exclusive Agent. The College understands and agrees that Pelasgian shall operate as an independent contractor in connection with this Agency Agreement, and may recruit on behalf of other institutions, during the term of this Agency Agreement, except for the County College of Morris. The College further agrees that for purposes of this Agency Agreement, Pelasgian is not an employee of the College, and that this Agency Agreement does not create a partnership or joint venture between them and is exclusively a contract for services.

3. Obligations of the College. The College shall devote its best efforts to support Pelasgian in recruiting and enrolling students to the courses and programs of the College and hereby commits itself to the following obligations:

a. Issue a Certificate of Authority and/or any other documents necessary for Pelasgian to perform its services under this Agency Agreement and provide Pelasgian with all registration and accreditation documentation required by any governmental authority with which Pelasgian may be required to deal in performing its services under this Agency Agreement.

b. Provide Pelasgian with textual, graphic, audio and video materials presenting the programs and courses of the College, as well as student recruitment plans, tuition fee schedule, curriculum and program information.

c. Issue to Pelasgian copies of appropriate acceptance letter, tuition receipt and any other documentation the College provides to a student upon receipt of the full amount of the tuition and fees are received from the student.

d. Assist Pelasgian in connection with any tasks necessary to facilitate the recruitment, authorization, enrollment and continued matriculation of students recruited by Pelasgian for attendance at the College, including, but not limited to, facilitating, in a timely manner, the processing of student authorizations and/or enrollment and entering into agreements with third parties to provide the housing and transportation services necessary for students recruited by Pelasgian to attend the College.

4. Obligations of Pelasgian. Pelasgian shall provide its best efforts to the recruitment of international students on behalf of the College and visa administrative services to the College and hereby commits itself to the following obligations:

a. Successfully recruiting and presenting for enrollment, at least one (1) student to attend the College for the 2016-2017 academic year.

b. Employ its best efforts to recruit additional students to attend the College for the 2016-2017 academic year.

c. In coordination with the College and Vice President of Student Affairs, widely publicize and actively promote the courses and programs and services of the College to prospective international students.

d. Communicate on recruiting and enrollment efforts with College Vice President of Student Affairs, as needed, orally or in writing.

e. Assist all prospective international students it recruits and the College by reviewing application forms and any other documentation required from the student for enrollment at the College, including, but not limited to:

1. *Application for admission*
2. *Affidavit of Support, Form I-134*
3. *Bank statement with required information*
4. *High School (HS) diploma translated in English and notarized*
5. *HS diploma evaluated by an accredited Agency http://www.naces.org/member for example - WES*
6. *Immunization Evidence*
7. *Information to be used for I-20 Form*

f. Collect from prospective student the following to be remitted to the College and/or government agencies:

1. *Application Fee (as appropriate)*
2. *Student payment of $200 U.S. dollars towards SEVIS fee (Department of Homeland Security)*
3. *Tuition & fees - bank check payable to the College (in US currency) required for at least first semester after student has obtained student visa or just before the semester starts ($10,350.00 per academic year).*

g. Provide information and instruction to prospective student concerning:

4. *International Student Responsibilities*

5. Information about the degrees offered by the College

h. Make contacts with third party service providers on behalf of the College and the students it recruits to facilitate the agreement between the College and said third party providers to provide housing and transportation services to said students to permit said students to attend the College.

i. Attend up to five (5) meetings and/or workshops relating to the international students it recruits, such as, orientation, transition programs and engagement of students into campus life.

j. Make best efforts to attend meetings and/or workshops in addition to those set forth in paragraph h. above, provided compensation is paid to Pelasgian at the rate of $150.00 per hour in connection with said additional meetings.

5. Compensation. The College and Pelasgian agree that:

a. The College, in its sole discretion, shall set the tuition and fee schedule and shall promptly notify Pelasgian of the fee schedule and any changes thereto;

b. Pelasgian shall be paid a commission at the following rates based upon the first year (two-semester) tuition and fees paid by student(s) recruited by Pelasgian and successfully enrolled in the College as follows ("the Commission"):

i. Thirty percent (30%) of tuition and fees for 1 to 50 students;
ii. Forty percent (40%) of tuition and fees for students in excess of 50

c. The College shall pay the Commission in full to Pelasgian when invoiced, and no later than ten (10) days after College receives the tuition and fee payment from the prospective student(s).

d. In addition to the Commission, Pelasgian shall be reimbursed for reasonable and necessary expenses incurred by Pelasgian in providing the services under this Agency Agreement, provided said expenses have been pre-approved by the College. Said expenses shall be paid by the College within thirty (30) days of submission of same by Pelasgian to the College.

6. Term. This Agency Agreement shall be effective for one (1) year from the date executed hereunder, renewable upon mutual agreement of the parties. Termination earlier than one year shall be effective only if mutually agreed, in writing, with notice of 60 days.

Termination of this Agency Agreement, whether earlier than one year or not shall not terminate the rights and duties of the parties with respect to Commissions, which shall continue as long as the students recruited by Pelasgian remain enrolled at the College.

7. Notice.

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

a. ATTN: President Dr. Jon Connolly
Sussex County Community College
1 Hill Road
Newton, New Jersey, 07860
Email: jconnolly@sussex.edu

b. Dr. Ludmilla Mecaj, Member
Pelasgian Group LLC
8 Union Place
Newton, New Jersey, 07860
Email:lmecaj@gmail.com

or to such other address as either party may from time to time notify the other.

9. Dispute Resolution. In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute through consultation and/or mediation in good faith. If the dispute is not resolved within 10 days after said dispute arises, or any other period of time mutually agreed by the parties, then either party may bring a lawsuit in a court of competent jurisdiction in the State of New Jersey, with each party bearing its respective legal fees and costs.

10. Modification of Agreement. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be

binding if evidenced in writing signed by each party or an authorized representative of each party.

11. Entire Agreement. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

12. Governing Law. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New Jersey.

13. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part after Mediation or Dispute Resolution, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

14. No Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

15. Authority. By their signatures, each party represents, warrants and affirms that the signatory has the authority to bind the respective party.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this __ day of July, 2016.

Sussex County Community College	**Pelasgian Group LLC**
_____	_____
	Dr. Ludmilla Mecaj, Member

ADDENDUM

Dr. Ludmilla Mecaj, MD, ENT and Founder and Member of Pelasgian Group LLC, has the necessary and specific qualifications, experience and abilities to provide international student recruitment and administrative services to Sussex County Community College ("the College) based on her vast and diverse academic and professional background, as well as her expertise in connection with Pelasgian Group LLC.

As set forth in the attached Curriculum Vitae, Dr. Mecaj is professionally and academically accomplished. She holds a **Doctor of Medicine, certified in and a Master's Degree in Cancer Research**, as well Professional Training as a **Mediator for Superior Court** of New Jersey.

Dr. Mecaj founded Pelasgian Group LLC specifically for the professional and ethical recruitment of international students for the mutual benefit of the students, as well as the colleges and universities for which Pelasgian Group LLC serves as a resource. Pelasgian Group LLC is strategically positioned to effectively recruit qualified international students who have the best credentials for succeeding based on the qualifications of Dr. Mecaj, as well as her staff members, **holders of Bachelor and Master's Degrees**. The staff members of Pelasgian Group, LLC are successful people that possess the business and professional skills necessary to carry out the myriad tasks associated with international student recruitment.

Moreover, the Pelasgian Group LLC staffs are polyglot, a necessary and unique attribute for the international recruiting domain. The languages spoken are: Italian, French, Albanian, English, Greek and some Russian. All staff of the Pelasgian Group LLC possesses superb communication and presentation skills essential for the successful recruitment of international

students. Additionally, the Pelasgian group's student-centered approach to education will prove useful in serving students.

The foregoing demonstrates that Dr. Mecaj and the Pelasgian Group LLC possess the cultural, language, communication, academic and professional credentials necessary to create qualitative contacts with countries where recruiting is exercised, such as Albania. Initial efforts of Dr. Mecaj and Pelasgian Group are focused on Albania, in which relationships are already being established with the Ministry of Education and Sports.

Exhibit B

From: Cory Homer
Sent: Monday, July 09, 2018 12:10 PM
To: Ludmilla Mecaj
Subject: International Recruiting

Hi Ludmilla,

I want to thank you again for all of the work you have done for the College.

Last year we discussed, and could not come to agreement on compensation, procedures, and other contractual issues for your international recruiting efforts.

Unfortunately at this juncture, and because we were unable to come to an agreement on these specifics, we need to ask that you please cease your operations in recruiting students internationally and cease affiliating yourself with the College as an international recruiter.

I know there are students from Albania that are here currently and if they need anything at all could you please refer them to our International Student Advisor?

Again, I want to thank you for everything you have done for the College.

If you have any questions please do not hesitate to let me know.

Cory Homer, M.A.
Associate Dean of Institutional Effectiveness and Marketing, Enrollment Management, and Distance Learning
Sussex County Community College
One College Hill Road
Newton, New Jersey 07860
(973) 300-2116
chomer@sussex.edu

Civil Case Information Statement

Case Details: SUSSEX | Civil Part Docket# L-000278-19

Case Caption: MECAJ LUDMILLA VS SUSSEX COUNTY COMMUN ITY COLLE
Case Initiation Date: 06/17/2019
Attorney Name: JOEL A DRUCKER
Firm Name: JOEL A. DRUCKER
Address: 1247 SUSSEX TURNPIKE SUITE 200 RANDOLPH NJ 07869
Phone:
Name of Party: PLAINTIFF : Mecaj, Ludmilla
Name of Defendant's Primary Insurance Company (if known): Unknown

Case Type: CONTRACT/COMMERCIAL TRANSACTION
Document Type: Complaint
Jury Demand: NONE
Hurricane Sandy related? NO
Is this a professional malpractice case? NO
Related cases pending: NO
If yes, list docket numbers:
Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Employer/Employee

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO
If yes, please identify the requested accommodation:

Will an interpreter be needed? NO
If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

06/17/2019
Dated

/s/ JOEL A DRUCKER
Signed